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November 2, 2015

**VIA ECF**

The Honorable Roanne L. Mann  
U.S. District Court for the Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, NY 11201

Re: ***Frito-Lay North America, Inc. "All Natural" Litigation,***  
**No. 12-MD-2413-RRM-RLM**

Dear Judge Mann:

On September 18, 2015, the parties informed the Court that they had reached agreement on preliminary terms for settlement and obtained client approval from all parties on these terms, and were in the process of drafting a long-form settlement agreement for submission to the Court for preliminary approval. (ECF No. 98.) By Order dated September 21, 2015, Your Honor granted an additional stay and further ordered that “[t]he motion for preliminary approval of the settlement must be filed with the District Court by November 2, 2015.”

Since that time, the parties have been working diligently to reach agreement on all of the terms of the settlement and, in fact, believed that agreement had been reached. The papers are drafted and ready for execution. Unfortunately, an unexpected change in the notice plan came to light at approximately 5 p.m. today that is preventing completion of the agreement.

Plaintiffs believe that if the parties cannot resolve the issue within 48 hours, an in-person conference with the Court would be helpful. Plaintiffs regret the late hour of this notice to the Court.

Sincerely,

A handwritten signature in blue ink that reads "Henry J. Kelston". Below the signature, the name "Henry J. Kelston" is printed in a smaller, blue, sans-serif font.

Henry J. Kelston